439; *Smiley* v. *Smiley,* 18 Oh. St. 543. Other courts have favored a more liberal construction of these statutes and held that ante-nuptial debts are not extinguished by marriage of debtor and creditor. *Wilson* v. *Wilson,* 36 Cal. 447; *Clark* v. *Clark,* 49 Ill. App. 163. This construction has even been adopted in states where husband and wife cannot sue each other. *Carlton* v. *Carlton,* 72 Me. 115; *Butler* v. *Ives,* 139 Mass. 202.

HUSBAND AND WIFE—DOWER.—Plaintiff's husband conveyed a tract of land to defendant, the chief value of which lay in gas and oil. The husband is still living, but he has deserted the plaintiff. The plaintiff did not join in the conveyance. Injunction was brought to enjoin the defendant from drilling for oil and gas and to prevent him from impairing her inchoate dower right. *Held,* (one judge dissenting) that the action was an unusual one, that no case had been found in which waste had been enjoined during lifetime of the husband, upon suit of wife for protection of her dower right, that plaintiff's dower right was inchoate and subject to changes and depreciation which may occur during husband's lifetime. *Rumsey* v. *Sullivan,* (1914) 150 N. Y. Supp. 287.

Dower is said to be a favorite of the law, *Greene* v. *Huntington,* 73 Conn. 106. "There are three things highly favored in law—life, liberty and dower." *Co. Litt.* 1246. It is an existing incumbrance within the covenant of incumbrances. *Shearer* v. *Ranger,* 22 Pick. 447; *Jones* v. *Gardiner,* 10 Johns. 266; *Russ* v. *Perry,* 49 N. H. 547. It is considered a valuable consideration for a conveyance to the wife. *Bullard* v. *Briggs,* 7 Pick. 533; *Smart* v. *Haring,* 14 Hun. 276. In proceeding for condemnation of real property under eminent domain, the inchoate right of dower of the wife is recognized and protected in the proceeds as against the husband. *In re Brooklyn Bridge,* 143 N. Y. 640. A wife may maintain, in the lifetime of the husband, an action to cancel, as forged, a recorded deed purporting to have been executed by her together with her husband. *Clifford* v. *Kampfe,* 147 N. Y. 383. The inchoate dower right has been recognized as such a right as to entitle the wife, during the lifetime of the husband, to redeem mortgaged land of husband sold under foreclosure. *McKenna* v. *Fichlity Trust Co.,* 183 N. Y. 411; *Davis* v. *Witherell,* 13 Allen. 60; *Patton* v. *Stewart,* 19 Ind. 233. Although the inchoate dower right is not an estate in lands nor a vested interest therein, it appears from the above citations to be a substantial right, possessing in contemplation of law the attributes of property and to be estimated and valued as such, (2 SCRIBNER, DOWER 8), and whenever the right has been threatened by destruction or impairment, the courts have protected it. *Matter of Brooklyn Bridge,* 143 N. Y. 640. And in *Brown* v. *Brown,* 94 S. C. 492, the court came, upon almost identical facts with those of the instant case, to the conclusion that an injunction would lie to restrain waste in order to protect the inchoate dower right.

INSURANCE—INJURED EMPLOYEE'S RIGHT TO REACH FUND UNDER EMPLOYER'S LIABILITY POLICY.—Plaintiff sued defendant for damages on account of injuries received while in the employ of defendant. Judgment was rendered for $1,650 in favor of plaintiff but only $124 was obtainable on execu-

tion. Plaintiff then proceeded to garnishee X for the amount of the judgment. At the time the injuries were received, X had insured defendant "against loss and expense * * * *for damages* on account of injuries * * * suffered * * * by any employee of the assured," the additional stipulation being made that no action should lie against the insurer "for any loss or expense under the policy except for loss or expense actually sustained and paid in satisfaction of a final judgment." *Held,* (BEAN, J., dissenting), that X, the garnishee, was not liable for any amount over $124, the sum actually paid by the assured on the judgment. *Scheuerman* v. *Matheson,* (Ore.) 144 Pac. 1177.

The court was led to this conclusion by the consideration that under an insurance policy of this kind, there is no privity of contract between the employee and the insurer, and since "in garnishment proceedings, the plaintiff acquires no greater rights against the garnishee than the defendant himself has", the insurer, by the terms of the policy, was not liable by garnishment for any sum except that actually paid by the insured on the judgment, that being the only amount for which the insured could maintain action against the insurer. The great weight of American authority is in accordance with this reasoning. Where the policy contains provisions like those present in the case under consideration, it has been held quite generally that the contract of insurance is one of indemnity against actual loss and damage and that the insurer is liable to no one until the insured has actually paid the loss recovered by judicial proceedings. *Allen* v. *Aetna Life Ins. Co.,* 145 Fed. 881; *Finley* v. *U. S. Cas. Co.,* 113 Tenn. 592; *Carter* v. *Aetna Life Ins. Co.,* 76 Kan. 275; *Stenbom* v. *Brown-Corliss Engine Co.,* 137 Wis. 564; *Pfeiler* v. *Penn Allen Cement Co.,* 240 Pa. 468; *Connelly* v. *Bolster,* 187 Mass. 266; *Ford* v. *Aetna Life Ins. Co.,* 70 Wash. 29; *Fenton* v. *Fid. & Cas. Co.,* 36 Ore. 283. The same rule has been applied where injured employees have sought to reach the fund under similar policies by suits in equity. *Frye* v. *Bath Gas Co.,* 97 Me. 241; *Burke* v. *London Guar. & Acci. Co.,* 93 N. Y. Supp. 652; *Beyer* v. *Inter. Aluminum Co.,* 101 N. Y. Supp. 83; *Kinnan* v. *Fid. & C. Co.,* 107 Ill. App. 406; *Cushman* v. *Carbondale Fuel Co.,* 122 Ia. 656. This class of cases, however, is to be distinguished from those in which the policy of insurance is merely against liability. In such cases, the insurer is generally held liable to garnishment by the employee on the theory that as soon as an accident occurs, the amount of the policy immediately becomes an asset of the employer. *Hoven* v. *Emp. L. Assur. Corp.,* 93 Wis. 201; *Anoka Lumber Co.* v. *Fid. & Cas. Co.,* 63 Minn. 286; *Sanders* v. *Frankfort Marine Ins. Co., 72* N. H. 485. It is to be noted, however, that a few cases sometimes cited in support of this second rule are directly in conflict with the instant case, and the rule which it sanctions. *Peterson* v. *Adan,* 119 Minn. 308; *Jones* v. *Childs,* 8 Nev. 121; *Fritchie* v. *Miller's Extract Co.,* 197 Pa. 401.

JUDGMENTS—INJUNCTIONS BY FEDERAL COURTS TO ENJOIN COLLECTION OF JUDGMENT OF STATE COURT—DUE PROCESS OF LAW.—A Louisiana statute imposes upon every foreign corporation doing business within the state the